

Dallas Co.

AFSCME Council 61 (Co. Atty)

7/1/2005 6/30/2007

DALLAS CO. (TEAMSTERS (CO. ATTY.) 8 EMPLOYEES'

COPY

AGREEMENT BY AND BETWEEN

DALLAS COUNTY, IOWA

AND

AFSCME

(DALLAS COUNTY ATTORNEY'S OFFICE)

DATED JULY 1, 2005

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2008^{5 go}, by and between DALLAS COUNTY, IOWA, hereinafter referred to as the "Employer" and AFSCME (DALLAS COUNTY ATTORNEY'S OFFICE), Des Moines, Iowa, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union and cancels all past practices. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order to Certification in PERB Case No. 5095.

INCLUDED: Assistant County Attorneys and legal secretaries.

EXCLUDED: County Attorney, all other County employees, and all others excluded by the Public Employment Relations Act.

ARTICLE 2 EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right, including but not limited to:

- a. the right to plan, direct and control the work of its employees;
- b. the right to hire, promote, demote, transfer, assign and retain employees;
- c. the right to discipline, suspend and discharge employees with proper cause;
- d. the right to develop and enforce employee work rules;
- e. the right to maintain the efficiency of governmental operations;
- f. the right to schedule working hours and require overtime work;
- g. the right to determine the number of persons to be employed by the Employer at any time;

- h. the right to determine employee qualifications;
- i. the right to relieve employees from duties because of lack of work or other legitimate reasons;
- j. the right to determine what work or services shall be purchased or performed by the unit employees;
- k. the right to change or eliminate existing methods, equipment, or facilities;
- l. the right to determine and implement methods, means, assignments, and personnel by which the Public Employer's operations are to be conducted;
- m. the right to take such actions as may be necessary to carry out the mission of the Public Employer, initiate, prepare, certify and administer its budget, and exercise all other powers and duties granted to the Public Employer by law.

ARTICLE 3 UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes its responsibilities as the sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following:

- a. that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b. that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer, and
- c. that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Section 3. Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing with thirty (30) days notice, in accordance with state law, the Employer agrees to deduct the regular monthly Union dues of such

employee from his/her pay and remit such deduction by the fifteenth (15th) of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgments brought of issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 4 NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. The workweek starts at 12:01 AM on Sunday and ends at 12:00 Midnight the following Saturday.

The normal workweek will be Monday through Friday. The normal day is 8:00 AM to 4:30 PM. The established working hours will provide for a one-half (1/2) hour unpaid lunch period. A fourteen (14) day notice will be given if long-term changes are made to the current schedule. Employees will be paid straight time for hours worked up to and including forty (40) hours in the workweek.

Overtime. For legal secretaries only, overtime shall normally be paid for in the form of compensatory time for each hour worked in excess of forty (40) hours in any workweek; however, the Department Head may authorize overtime to be paid in cash at his/her discretion.

All work performed over forty (40) hours in a workweek must have prior approval of the Employer. Scheduling of compensatory time is at the discretion of the Employer. Comp time, holidays, and vacation time shall be counted as working time for the purpose of determining overtime.

Mileage. Any employee required to use their personal vehicle to fulfill their work duties will be reimbursed for mileage according to County policy.

ARTICLE 6 SENIORITY

Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire.

A new employee shall serve a probationary period of six (6) consecutive months. Probationary employees may be terminated during the probationary period without recourse to the grievance procedure.

When the working force is to be reduced, the Employer will select the job classifications to be reduced and provide a fifteen (15) day advance notice of the layoff. The layoff will be accomplished in the following sequence: part-time employees, probationary employees, and finally regular employees based upon their job performance, and if performance is equal, seniority will rule. Employees must notify the Employer within three (3) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employees' responsibility to keep the Employer informed of their current address and phone number. Employees will have recall rights for one (1) year after layoff.

Employees to be recalled after being on layoff shall be notified five (5) working days in advance in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt thereof and make arrangements to return to work. In the event the employee fails to comply with the above, he/she shall be terminated. Temporary and probationary employees have no recall rights.

An employee shall lose their length of service and the employment relationship shall be automatically broken and terminated as follows:

- a. Employee quits.
- b. Employee is discharged, unless reinstated through the grievance procedure.
- c. Employee retires.

Job Vacancies. Employees will have an opportunity to apply for job openings and will be given consideration by the County. The Employer determines qualifications and the Employer will select the applicant to fill the job openings. County will forward a courtesy notice to the attorney's office on advertised vacancies.

ARTICLE 7 GRIEVANCE PROCEDURE

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

Grievance Steps:

Step 1. An employee and/or Union Steward shall present a complaint or problem in writing to his/her Department Head within five (5) working days following its occurrence or within five (5) working days of when the employee knew or should have known of its occurrence in an effort to resolve the problem in an informal manner. The immediate supervisor or his/her designated representative will answer the grievance in writing within five (5) working days.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Personnel Director or the Chair of the Board of Supervisors within five (5) working days following the Department Head's answer. The Chair of the Board and/or Personnel Director will review the grievance, schedule a meeting if necessary, and issue a written decision within ten (10) working days of the appeal or within ten (10) working days of the meeting.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within fifteen (15) calendar days after the date of the Chairperson of the Board's answer given in Step 2. It is expressly agreed and understood that no employee shall have the right to compel the arbitration of a grievance without the consent of the Union. The Union Steward shall be present at the time of all meetings dealing with the grievance.

If a grievance is not presented within the time limits specified in the Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at any Step is not timely answered by the Employer, it may automatically be referred to the next Step. Time lines may be extended by mutual agreement of the parties.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) workdays after receipt by either party of the notice of referral of a case to arbitration to select an arbitrator or to request, in writing, the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the

list. The first strike shall be determined by coin toss. Each party can reject the entire arbitration panel one time prior to the selection procedure commencing. If either party deems the panel to be unacceptable, another panel will then be requested. Once the acceptable panel is received, the arbitrator is to be selected within fifteen (15) workdays.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to meet and suggest a resolution to the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and not open to the public, with the time and date to be established by the arbitrator for any arbitration hearings. Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

ARTICLE 8 SICK LEAVE

All regular full-time employees shall be entitled to accrue sick leave with pay at the rate of one and one-half (1 1/2) days for each month of employment, subject to the following conditions:

1. Sick leave shall apply to a period in which the employee is incapacitated from the performance of assigned duties by sickness or injury for medical, surgical, dental or optical examination or treatment; or whereby reasons of exposure to contagious disease, the presence at the post of duty would jeopardize the health of others. Disabilities caused or contributed to ~~by~~ pregnancy and recovery therefrom shall be covered by sick leave.
2. Sick leave shall not be used for vacation leave.
3. Sick leave shall not be taken in advance of accrual.
4. Maximum accumulated sick leave is one hundred ten (110) days.
5. In all cases where an employee has been absent on sick leave, he/she shall immediately upon return to work, submit a statement that such absence was due to illness or other

reasons stated in item 1 above. The Employer may, at his/her discretion, require evidence of illness or other reasons defined in item 1 for legitimate and necessary reasons and in all cases, sick leave pay will not be granted until approved by the Employer.

6. Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.

7. Sick leave shall not accrue during leave of absence without pay, suspension, or layoff.

8. An employee who is transferred from one department to another shall be credited with the sick leave accumulated.

9. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation. Upon retirement after ten (10) years of continuous employment, and after the age of fifty-five (55), and employee can receive in pay, at the last hourly rate, fifty percent (50%) of his/her unused sick leave.

10. If an absence of illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave has been accrued.

11. Failure on the part of an employee to report immediately at the expiration of a leave of absence shall be considered a resignation, except in the case of an emergency. When circumstances allow, valid reasons shall be submitted in advance.

12. An employee off work due to an injury or illness covered by Workers Compensation payments shall be paid sick leave until the accumulated sick leave have expired in an amount equal to the employee's regular pay, less the amount received by the employee from his/her Workers Compensation plan.

13. An employee may use up to five (5) days of accrued sick leave for illness or injury of a member in the immediate family (spouse, parents, or children of the employee). Subsections 1 and 5 of Sick Leave, Article 8 of this Agreement, apply.

14. A regular full-time employee who does not use sick leave for four (4) consecutive months after accruing the maximum number of sick leave days as set forth in this Agreement shall be eligible for a day off with pay. Said day off shall be taken within three (3) calendar months after qualifying, with the approval of the County Attorney.

ARTICLE 9 FUNERAL LEAVE

All full-time employees may, at the discretion of the Department Head, be entitled to paid leave of absence for up to five (5) consecutive workdays for a death in the employee's immediate family. Immediate family is defined as the employee's parents, or parent

substitute, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchildren, grandparent, grandchild, son-in-law, daughter-in-law. One (1) day of funeral leave will be allowed for the death of the employee's aunt, uncle, or other members of the immediate household not listed above. Only days for which the employee is regularly scheduled will be counted for this leave. Payment will be made at the regular schedule rate of pay. The leave is to be for funeral preparation and attendance.

ARTICLE 10 VACATIONS

Regular full-time employees shall be entitled to paid vacation as follows:

<u>Years of Continuous Service</u>	<u>Semi-Monthly</u>	<u>Annual</u>	<u>Capped Hours</u>
	<u>Accrual Basis</u>	<u>Accrual Basis</u>	
Accrued during 1-5 years	3.33 hours	2 weeks	160 hours
Accrued during 6-15 years	5 hours	3 weeks	200 hours
Accrued during 16+ years	6.67 hours	4 weeks	240 hours

Paid vacation shall be taken within the anniversary year. New employees may not take vacation during the first 6 months of employment

All vacation requests should be submitted two (2) weeks in advance. The scheduling of vacation leave is dependent upon the judgment and discretion of the Department Head. The Department Head may require the rescheduling of vacation leave in the event of an emergency. Vacation time cannot be taken in less than one (1) hour increments.

Vacation pay will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work. There will be no cash payment for unused vacation except for termination of employment.

Upon resignation or termination, a regular full-time employee will be paid pro rata vacation pay based on straight time hours worked.

ARTICLE 11 HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

- New Year's Day
- President's Day
- Friday before Easter
- Memorial Day

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day, plus one (1) additional day

Regular full-time employees shall be paid for each of the holidays set forth in this Article. An employee on layoff or leave of absence is not eligible for holiday pay. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work. An employee required to work on any recognized paid holiday shall be paid one (1) times the employee's hourly rate for the hours actually worked on a holiday.

Except in cases of excused absence, to be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday.

A recognized paid holiday occurring on Saturday shall be observed on the Friday preceding, and a holiday occurring on Sunday shall be observed on the following Monday.

Each employee shall be granted one (1) floating holiday annually. Scheduling of this day off will be between the employee and Department Head. This holiday shall be taken within the fiscal year and shall not be carried over to the following year, nor will an employee leaving employment for any reason be granted holiday pay for the unused day.

ARTICLE 12 INSURANCE

The Employer agrees to pay 100% of the single premium for each eligible regular full-time employee for a Health and Major Medical group insurance program of the Employer's choice. If an employee elects family coverage, it may be obtained by authorizing a payroll deduction for an amount equivalent to twenty percent (20%) of the dependent premium (family premium minus single premium).

Life Insurance. The County will pay the cost of a \$13,000 group life insurance policy for all eligible regular full-time employees.

Long-Term Income Protection. The County will continue to pay the premium for each eligible regular full-time employee for the long-term disability protection plan selected by the Employer.

The insurance program(s) referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

ARTICLE 13 JURY DUTY

All regular full-time and regular part-time employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for the part of the workday required for the jury and employees must report within one (1) hour after being released from jury duty. Any jury pay, less mileage pay, received by an employee shall be forwarded to the County.

ARTICLE 14 GENERAL PROVISIONS

All employees of the Dallas County Attorneys office will receive full reimbursement for tuition, books, lost time from work and travel for Employer approved CLEs. The Employer also agrees to pay the dues for the Iowa County Attorneys' Association and the Dallas County Bar Association.

ARTICLE 15 JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES

Straight time hourly wage rates are specified in Appendix A of this Agreement.

ARTICLE 16 DURATION OF AGREEMENT

THIS AGREEMENT shall become effective July 1, 2005. It shall remain in full force and effect until the first day of July, 2007, and shall be renewed year to year thereafter unless either party gives notice in writing of a desired change in this Agreement no later than September 15th of the year immediately prior to the expiration date of this Agreement.

During the lift of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement.

Signed this 15th day of June, 2005.

EMPLOYER

**DALLAS COUNTY ATTORNEY
DALLAS COUNTY, IOWA**

By

[Signature]
Chair, Board of Supervisors

By

Wayne M. Reister
~~Chair, Board of Supervisors~~
Dallas Co. Attorney.

Acknowledged by:

James C. Hanks
Wayne M. Reister
Employer Representative

UNION

**AMERICAN FEDERATION OF
STATE, COUNTY &
MUNICIPAL EMPLOYEES
(DALLAS COUNTY
ATTORNEY'S OFFICE)**

By

Sean P. Wier
Employee Representative

By

Jan P. [Signature]
Employee Representative

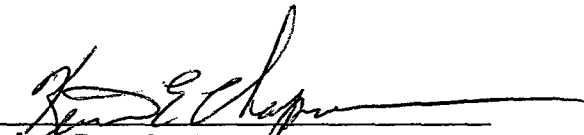
By

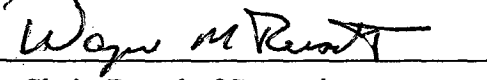
Steve J. [Signature]
Business Representative

Signed this 15th day of June, 2005.

EMPLOYER

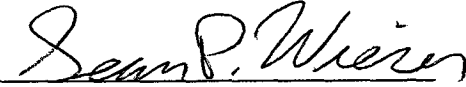
**DALLAS COUNTY ATTORNEY
DALLAS COUNTY, IOWA**

By 
Chair, Board of Supervisors

By 
Chair, Board of Supervisors
Dallas County Attorney

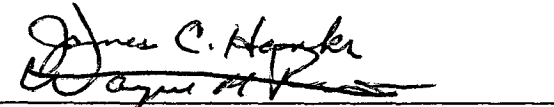
UNION

**AMERICAN FEDERATION OF
STATE, COUNTY &
MUNICIPAL EMPLOYEES
(DALLAS COUNTY
ATTORNEY'S OFFICE)**

By 
Employee Representative

By 
Employee Representative

Acknowledged by:


Employer Representative

By See faxed signature
Business Representative

**APPENDIX A
WAGE SCHEDULE
Effective July 1, 2005**

Clerical Support

<u>Step</u>	
Start	\$21,384.21
1	\$22,025.74
2	\$22,686.51
3	\$23,367.11
4	\$24,068.12
5	\$24,790.16
6	\$25,533.86
7	\$26,299.88
8	\$27,088.88

The Administrative Assistant to the County Attorney will receive an additional \$5,404.87. $\times .035 = 189.17 = \$5,594.04$ *op.*

Assistant County Attorney

<u>Step</u>	
Start	\$36,898.10
1	\$38,005.06
2	\$39,145.20
3	\$40,319.56
4	\$41,529.15
5	\$42,775.02
6	\$44,058.27
7	\$45,380.02
8	\$46,741.42
9	\$48,143.67
10	\$49,587.98

**APPENDIX A
WAGE SCHEDULE
Effective July 1, 2006**

Clerical Support

<u>Step</u>	
Start	\$22,025.74
1	\$22,686.51
2	\$23,367.11
3	\$24,068.12
4	\$24,790.16
5	\$25,533.86
6	\$26,299.88
7	\$27,088.88
8	\$27,901.55

The Administrative Assistant to the County Attorney will receive an additional
~~\$5,404.87~~
 $5,594.04 \times 1.03 = 167.82 = \$5,761.86$ *JP*

Assistant County Attorney

<u>Step</u>	
Start	\$38,005.04
1	\$39,145.19
2	\$40,319.55
3	\$41,529.14
4	\$42,775.01
5	\$44,058.26
6	\$45,380.01
7	\$46,741.41
8	\$48,143.65
9	\$49,587.96
10	\$51,075.60

All step increases to be effective on July 1. New hires at start rate between January 1 and June 30 will receive a 1.5% increase on July 1 of that year and an increase to Step 1 the following July. New hires at start rate between July 1 and December 31 will receive a 1.5% increase on January 1 and an increase to Step 1 the following July.

Longevity Employees hired on or before December 31, 2004 will be eligible for longevity pay based upon their years of consecutive service in the county Attorney's Office in accordance with the following schedule:

<u>Years</u>	<u>Cents per hour</u>
After 5	.10
After 10	.20
After 15	.30
After 20	.40
After 25	.50
After 30	.60

Employees hired on or after January 1, 2005 will be eligible for longevity pay after they have reached the maximum step of their applicable wage schedule in the county Attorney's Office in accordance with the following schedule:

<u>Years After Reaching Max</u>	<u>Cents per hour</u>
First 5 years	.10
6 - 10 years	.20
11-15 years	.30
16-20 years	.40
21-25 years	.50
26-30 years	.60

Regardless of their date of hire, longevity pay increases will be effective on the July 1st following the employee's anniversary date.

Letter of Understanding
June 1, 2005-June 30, 2007

DATA MANAGEMENT SPECIALIST

Dallas County has created an additional duties description with associated pay rate for duties titled as, "Data Management Specialist." Said duty being assignable at the sole discretion of the Dallas County Attorney as an additional duty and additional pay for an employee holding a Clerical Support position on the wage schedule. In the determination of the county attorney, a such person, having thorough understanding of the data system(s) used by the county attorney's office, and having a thorough understanding of legal processes and the justice system, and such person being regularly and routinely performing data and system management as a primary function of their duties may be assigned as a data management specialist.

Such employee assigned as a data management specialist shall, in addition to the mere entry data, be required to understand the relationship between the data entered, the priorities and goals of the county attorney, and be capable in systems management to provide data management to assist the county attorney in making decisions, setting goals and priorities, and policies for legal issues affecting the office. Should full performance of such duties be unnecessary, such position need not be filled as an additional duty.

The additional duty of data management specialist would carry an additional wage rate of \$2,587.50 per year, in addition to the Clerical Support wage rate of the person assigned to the additional duty. $\times .035 = 90.56 = \$2618.06$ / $\times .03 = 80.34$ $\times 2005 = \$2158.40$

EMPLOYER
DALLAS COUNTY ATTORNEY
DALLAS COUNTY, IOWA

UNION
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
(DALLAS COUNTY ATTORNEY'S

OFFICE)

By

W. Gary M. R...

By

Steve J. H...
Employee Representative

By

John E. Chapin
Chair, Board of Supervisors

By

Sean P. W...
Employee Representative

Acknowledged by:

By

Jean Plymester
Business Representative

James C. Hanks
Employer Representative

AGREEMENT

The Dallas County Board of Supervisors (the "Board") and the Local 3673 of the American Federation of State, County and Municipal Employees, Iowa Council 61 (the "Union") agree as follows:

1. The Board will pay the sum of One Thousand Dollars (\$1,000.00) to each employee in the bargaining unit represented by the Union who was employed as an assistant county attorney as of July 1, 2004 and will pay Six Hundred Dollars (\$600.00) to each employee in the bargaining unit represented by the Union who was employed as a clerical support employee as of July 1, 2004. Employees who were employed as of July 1, 2004 but who separated from employment prior to June 30, 2005, and employees who began their employment after July 1, 2004 but who remained employed through June 30, 2005, will receive a pro-rated payment (number of days of actual employment divided by numbers of work days in the period beginning July 1, 2004 and ending June 30, 2005 = percentage for pro-rating). It is understood and agreed that these payments are wages subject to applicable payroll taxes but that the payments will not be added to the regular wage or salary of any affected employee.

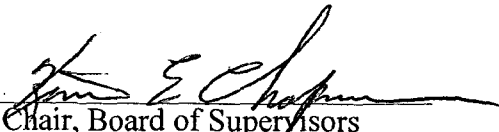
2. The payments specified in Paragraph 1 will be made after July 1, 2005 and will be made either in a lump sum or in another lawful manner which will minimize the taxes that are required to be withheld from the payments.

3. The Board will withdraw its appeal to the Supreme Court in the matter of AFSCME IOWA COUNCIL 61 V. PERB, Polk County District Court File No. CV5286.

4. On its own behalf and on behalf of all employees of Dallas County that it represents and in consideration of the payments referred to in Paragraph 1, the Union hereby releases and discharges Dallas County, Iowa, the Board of Supervisors of Dallas County, Iowa, the County

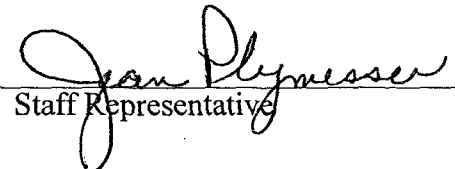
Attorney of Dallas County, Iowa, and any and all officers, employees, representatives or agents of the Board from any and all liability whatsoever which the Union or the employees which it represents have or may ever claim to have regarding the negotiation under Iowa Code Chapter 20 of terms and conditions of employment for the period beginning July 1, 2004 and ending June 30, 2005, for those employees of the County Attorney's office for Dallas County, Iowa who are represented by the Union.

DALLAS COUNTY BOARD OF
SUPERVISORS
DALLAS COUNTY, IOWA

By 
Chair, Board of Supervisors

Date: June 28, 2005

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
(DALLAS COUNTY ATTORNEY'S OFFICE)

By 
Staff Representative

Date: 8/10/05